

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME: As Needed Forestry Services

DATE OF ISSUANCE: November 12th, 2020

DATE PROPOSAL DUE: December 1st, 2020

ISSUING OFFICE: City of Muskegon
Department of Public Works
c/o – Leo Evans
1350 East Keating Avenue
Muskegon, MI 49442
Tel. (231) 724-6920

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Leo Evans at the City of Muskegon via (231) 724-6920 or via E-mail at Leo.Evans@shorelinecity.com

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Clerk's Office
933 Terrace Street
Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, December 1st, 2020 at which time all proposals will be opened, and bids read aloud.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

The City of Muskegon is seeking proposals from interested firms to provide as-needed tree removal, tree pruning, stump removal, and stump grinding services on city property under its jurisdiction. The period of the contract will be for one (1) year from the date of award, subject to satisfactory performance by the Contractor.

Work shall include furnishing all labor, equipment, and tools required for tree/stump services as locations to be determined.

Subcontractors, if any, shall be approved by the Project Manager prior to acceptance on this contract and shall bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting city requirements.

The City Commission reserves the right to reject any or all bids, waive irregularities in any bid and make award in any manner deemed in the best interests of the City.

GENERAL TREE WORK SPECIFICATIONS

1. A minimum of a two (2) person work crew will be required.
2. The contractor, at no additional cost, must provide all labor, supervision, equipment, materials and expertise necessary for execution for the contracted tree work.
3. The contractor will be required to comply with all specifications and periodic inspections will be made. Failure to properly perform the work requested will be considered just cause to terminate the contract and assign any further work to an alternate vendor.
4. The City representative will identify planned work then meet with the selected bidder to review the work. After meeting the bidder will provide a written estimate of the labor, and equipment required to complete the project based on the values of the bid sheet. The city representative will have authority to make final approval of the estimate and authorize the work. The work will be invoiced based on actual costs to complete the work, which cannot exceed the original estimate without prior review and approval of the City representative.
5. Trees shall not be felled onto or across the travel portion or shoulder areas of the roadway. Trees must be sectioned down from the top first before a felling cut is made to avoid damage to roads, structures, etc.
6. Trees shall not be felled onto private property without the property owner's written consent.
7. Tree limbs and other debris shall not be left at the job site. Road and shoulder areas will be swept and raked clean of all debris prior to leaving the job site.
8. At the adjacent owners request and with city approval, wood may be left for the use of the adjacent property owner. It shall be left in manageable lengths as agreed upon with the property owner and city.
9. All wood less than 3 inches in diameter shall be chipped and removed from location where the tree was located.
10. In lawn areas, all debris is to be removed. Any damage caused by the tree removal operation is to be repaired in a condition acceptable to the City.
11. In those instances where trees are located in maintained lawn areas or in close proximity to fences, buildings, power lines, mailboxes, hedges, other trees, sidewalks, driveways, etc., care shall be taken to avoid damage. The use of ropes, wood cribbing and any other effective means of avoiding such damage are strongly encouraged. The contractor will be responsible for all actions of the tree crew.

12. In the case of fallen trees, the contractor shall make necessary cuts to enable the removal of the stump.
13. All stumps designated as flush cut shall be cut to a 2-inch height or less, and flush cut with slope if any.
14. All stumps designated for mechanical grinding shall be ground in accordance with the following guidelines:
 - a. Grind stumps to a minimum depth of twenty-four (24) inches below grade.
 - b. Chips, dirt, and shavings are not to be left in the roadway, i.e., travel lane, shoulder area, curbs or drainage ditches.
 - c. The successful bidder will be responsible/liable for the proper and legal disposal of all stumps, grinding debris, raking and leveling of disturbed soils. The cavity created by the stump/grinding will be filled, topsoil compacted and leveled to existing grade and area shall be returned to a condition acceptable to the City.
15. Trees scheduled for removal will be marked approximately 2 feet from ground level with an "X" in orange paint. Trees to be pruned will be marked with a 3-inch dot.
16. Subcontractors, if any, shall be bound by these specifications and it is the responsibility and duty of the contractor to see that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting City requirements.
17. All trees designated for pruning shall be pruned in accordance with the following guidelines:
 - a. Prune only the dead, split, broken, or low limbs that are in the roadside half of the tree and/or limbs that could fall into the roadway. Low limbs on trees indicated in these instructions should be cut to at least 15 feet over roadway. (Roadway is shoulder edge to shoulder edge). Trees are to be pruned on all sides, not just the roadside, if directed to do so by a designated City employee.
 - b. All branches pruned will be flush cut to existing tree trunk or branch.

OAK WILT

Due to the presence of oak wilt in our area, the any cutting of oak trees will be limited to occur only between. November 15 and March 15. Any cutting of oak trees outside of this period shall be done only upon the approval of the City and any and all cuts or surface wounds shall be immediately coated with an approved pruning sealant or a latex paint.

DEBRIS DISPOSAL

The successful bidder will be responsible/liable for the proper and legal disposal of all wood and related material resulting from the removal of any tree(s) or stump(s) subject to the following conditions:

1. The abutting property owner shall have right of first refusal for the wood.
2. Any wood not claimed by the property owner becomes the property of the successful bidder to dispose of as they see best fit.
3. The City landfill may be able to accept some of the wood, which would need to be reviewed and approved by a City representative prior to acceptance.

GENERAL WORK RULES

The following is a list of general guidelines to be followed by the contractor. The City representative, or their assignee, must approve all exceptions and/or deviations to these guidelines:

1. There will be a maximum time limit of 48 hours allowed for tree work on a specific job site from start to finish, not including stump grinding.
2. All work shall be conducted on regular/straight time unless otherwise directed and approved by the City representative.
3. The normal workday must stop one hour prior to dusk, or 9:00 p.m., whichever occurs first. Beginning work time one hour after sunrise, but no sooner than 7:00 a.m. There will be no scheduled Sunday or Holiday work without the approval of the City representative.
4. As a contractor for the City, involvement in disputes or argument with property owners or the public is not allowed. If disputes arise that cannot be resolved, refer them to the City representative.
5. Work sites must be cleared as soon as possible while attracting as little attention as possible, (i.e., no on site log splitting for firewood).
6. Under no circumstances, will any material be burned at any job site.

EQUIPMENT

Bidders shall be required to possess, or have access through a subcontractor to the following equipment, including fully trained and qualified personnel capable of operating said equipment.

Equipment operators shall be required to possess any and all licenses or certifications required by law to operate the equipment listed below and to comply with all regulations and applicable statutes. Inspection of equipment by a designated City representative will be required within fifteen (15) days prior to the award of contract.

1. Bucket Truck (High Ranger Style minimum 50 foot extension)
2. Brush Chipper (Minimum 10 inch diameter feed)
3. Stump Grinder (Minimum 32 inch grinding wheel)
4. Loading Device capable of lifting and loading up to 50-in. diameter stumps
5. Dump Truck 5 Yard
6. Dump Truck 15 Yard
7. Chain Saws (16 inch to 48 inch bars)
8. Crane: 20 Ton Minimum Capacity/100 Foot Main Boom

SAFETY

The contractor is responsible/liable for locating and protecting utility lines and/or contacting MISSDIG prior to implementation of any work activity that may damage the existing utilities at the site(s). Three (3) business days (72 hours) of lead-time is required by MISSDIG.

The contractor shall comply with all related MIOSHA safety regulations and requirements applicable to the contracted work.

Bidder shall be required to use the proper traffic control devices as mandated in the Michigan Manual of Uniform Traffic Control Devices, 2011 Edition or most current.

BID FORM

	<u>REGULAR TIME</u>	<u>HOLIDAY/OT</u>
Labor (Per HR for 2 Person Crew)	\$ _____	\$ _____
Each Additional Crew Member (Per HR)	\$ _____	\$ _____
Bucket Truck	\$ _____	\$ _____
Brush Chipper	\$ _____	\$ _____
Stump Grinder	\$ _____	\$ _____
Loading Device	\$ _____	\$ _____
Dump Truck 5 Yard	\$ _____	\$ _____
Dump Truck 15 Yard	\$ _____	\$ _____
Chain Saws	\$ _____	\$ _____
Crane	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

Signature/Date: _____

Title: _____

Printed Name: _____

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Summary of Experience, Available Equipment, and Personnel
4. Listing of any identified Subcontractors

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City.

TENTATIVE SCHEDULE FOR AWARD

Issue RFPNovember 12, 2020

Proposal Due DateDecember 01, 2020 (2:00 PM)

City Commission Consideration of BidsDecember 08, 2020

Contract Work PeriodDecember 2020 – December 2021

INSURANCE REQUIREMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.